IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF PUERTO RICO

IN RE:

CARLOS FRANCISCO CRUZ MERCADO

CASE NO.

09-10102 ESL

CHAPTER

13

Banco Santander Puerto Rico

Movant

Debtor(s)

11 USC 362 d(1) d(2)

CARLOS FRANCISCO CRUZ MERCADO and Chapter 13 Trustee,

JOSE R. CARRION MORALES

Relief from stay for cause

Respondent(s)

MOTION FOR RELIEF FROM STAY

TO THE HONORABLE COURT:

Comes now, Banco Santander Puerto Rico, secured creditor, represented by the undersigned attorney who respectfully pray and state as follows:

- 1. Jurisdiction over subject matter is predicated on section, 1334 and 157(b) 2(G), 28 USC.
 - 2. The cause of action is based on section 362 d(1) and d(2), 11 USC.
 - 3. In this case, an Order for Relief was entered on November 25, 2009.
- Movant is the holder in due course of a Mortgage Note, hereinafter the (Note), for 4. \$124,587.00, bearing interest of 7.5%, due on August 01, 2036. Exhibit A-1.
- 5. Since the filing date, debtor account has accumulated Post Petition arrears as described in Exhibit (A) of this motion, Verified Statement in compliance with LBR 4001-1(d)(3) and any other arrears that continue to accrued up to the date all post petitions arrears are paid.

6. Movant argues that considering what is here in above stated, cause exists for granting relief from the stay pursuant to section 362 d(1) d(2), supra, since debtor has failed to make post petition payments accordingly.

Included as Exhibit (B), is movant Verified Statement regarding the information required by the Service Member Civil Relief Act of 2003 and a Department of Defense Manpower Data Center Military Status Report.

7. Said default deprive movant to have its security interest protected as provided under the Bankruptcy Code.

WHEREFORE, movant prays for an Order granting the Relief from Stay as requested.

CERTIFICATE OF ELECTRONIC FILING AND SERVICE

I hereby certify that on this date copy of this motion has been electronically filed with the Clerk of the Court using the CM/ECF system which will sent notification of such filing to debtor(s) attorney and to JOSE R. CARRION MORALES, US Chapter 13 Trustee, and also certify that I have mailed by United State Postal Service copy of this motion to the following non CM/ECF participant to debtor(s) at theirs address of record in this case.

In San Juan, Puerto Rico, on the 10 day of March, 2011.

CARDONA JIMENEZ LAW OFFICES, PSC

Attorney for Banco Santander Puerto Rico PO Box 9023593 San Juan, PR 00902-3593

Tels: (787) 724-1303, Fax No. (787) 724-1369

E-mail: jf@cardonalaw.com

s/José F. Cardona Jiménez, USDC PR 124504 jf@cardonalaw.com

s/Vivian Ortiz Ponce, USDC PR 211611 vortiz@cardonalaw.com

BANCO SANTANDER PUERTO RICO

Request for Legal Action

EXHIBIT - A

TO: Cardona - Jimenez Law Office

Loan Number: 1855

Debtor: CARLOS FRANCISCO CRUZ MERCADO

Debtor:

BKR #: 09-10102 Date Filed: 11/25/09

Total Payments Due: 13 Pre-Petition: 5 Post-Petition: 8

Post-Peti	ition Arrears:	_ 4,		
8	Months @	1,022.45	8,179.60	
0	Months @	0.00	0.00	
0	Months @	0.00	0.00	
8	Late Charges @	43.56	348.48	
		SUBTOTAL	\$8,528.08	
	Attorney Fees		250.00	
	Inspections		0.00	
	Filing Fees		150.00	NOTE:
	Other Charges		0.00	All reinstallment payments must be made up to the current month, including legal
		TOTAL	\$8,928.08	fees and late charges.

DUE DATE: 08/01/10 **PRINCIPAL BALANCE** \$119,745.63

Verified Statement

I, the undersigned, declare under penalty of perjury that the amount claimed by Movant in the foregoing Motion represents accurately the information kept in accounting books and records kept by Movant in the ordinary course of business. I further declare under penalty of perjury that I have read the foregoing Motion and that the facts alleged are true and correct to the best of my knowledge.

Signature)

Name: Ingrid Cruz

Title: Manager Legal Division & Bankruptcy Dept.

This Verified Statement was prepared this 10 day of March of 2011 and includes all payments received until said date.

Case #: 09-10102 ESL **EXHIBIT A-1**

VERIFIED STATEMENT

I, Ingrid Cruz Reyes, of legal age, married, Manager of the Legal Division and Bankruptcy Department at Banco Santander Puerto Rico, and resident of Toa Alta, Puerto Rico, declare under

penalty of perjury:

1. That as part of my duties as Manager of the Legal Division and Bankruptcy Department

at Banco Santander Puerto Rico. I verified all documents related to all secured claims

filed by Banco Santander Puerto Rico (its affiliates and subsidiaries) at the Bankruptcy

Court including, but not limited, to mortgage notes, endorsements, deed of mortgage,

perfection of the security interest and certificate of indebtedness.

1. That upon a search and verification of the documents and records related to this case

kept at Banco Santander Puerto Rico, in the regular course of business, I attest under

penalty of perjury that the secured claim filed is guaranteed by a Mortgage Deed and a

Mortgage Note duly endorsed and payable to the order of to Banco Santander Puerto

Rico.

2. That the original of said mortgage with is either at a banks vault for safekeeping or is

part of a pool of mortgages in which Banco Santander Puerto Rico acts as servicing agent

and thus, there is not a copy readily available to be submitted as part of this procedure.

IN TESTIMONY WHEREOF, I SIGN THESE document under penalty of perjury in San Juan, Puerto

Rico this 10 day of March, 2011.

NGRÍD CRUZ REYES/

ELS

GONZALEZ-NIETO, BAREA & BALZAC

ATENCIÓN

LCDA, SOFÍA LATIMER BENGOA

RE

CARLOS CRUZ / 225-105

FINCA

Número 20133, inscrita al folio 166 del tomo 11 de Bayamón.

Registro de la Propiedad de Bayamón, Sección I.

DESCRIPCIÓN:

URBANA: Solar número 6 de la manzana I de la Urbanización Santa Mónica, radicada en el Barrio Pajaros de Bayamón, Puerto Rico, compuesto de 555.770 metros cuadrados. En lindes por el Norte, con la calle número 11 en una distancia de 11.042 metros; por el Sur, con el solar número 23 en una distancia de 7.356 metros con el solar número 24 ca una distancia de 14.00 metros con el solar número 25 en una distancia de 3.119 metros con un total de 21.36 motros y 3.119 metros; por el Este, con el solar número 7 en una distancia de 29.434 metros; y por el Oeste, con el solar número 5 en una distancia de 23.398 metros y con el solar número 26 en una distancia de 15.607 metros.

TRACTO REGISTRAL:

Se segrega de la finca 16333, inscrita al folio 196 del tomo 367 de Bayamón.

DOMINIO:

Consta inscrito a favor de CARLOS FRANCISCO CRUZ MERCADO y su esposa ANAMARY NEGRÔN CLAUDIO, quienes adquirieron por compra a Héctor Concepción Morales y su esposa Carmon Rosa Novaroz de Jesús, por precio de \$125,000.00, mediante escritura número 266, otorgada en San Juan el 20 de julio de 2006, ante el notario público Miguel A. Hernández Agosto, e inscrita al folio 53 del tomo 1559 de Bayamón, fince 20183, inscripción 8ª.

Gravámenes:

Por su procedencia está afecta a servidumbre a favor de Autoridad de las Puentes Fluviales de Puerto Rico, Autoridad de Acueductos y Alcantarillado de Puerto Rico, Autoridad de Energia Electrica de Puerto Rico, Puerto Rico Telephone Company y condiciones restrictivas de edificación.

POR SI:

1. Hipoteca en garantía de un pagaré a favor de Santánder Mortgage Corporation, por la suma de \$124.587.00 de principal, intereses al 7.50% anual, vencedero el 1 de agosto de 2036, constituida mediante escritura número 267, otorgada en San Juan el 20 de julio de 2006, ante el notario público Miguel A. Hernández Agosto, e inscrita al folio 53 del tomo 1859 de Bayamón, finos 20183, inscripción 9ª.

NOTA: Esta Sección tiene establecido un Sistema Computarizado de Operaciones. Esta Corporación no se puede hacer responsable por entores y/u omisiones que cometa el empleado de Registro en la entrada y busqueda de datos en el mismo.

REVISADOS:

Registros de Embargos, Contribuciones Federales, Sentencias y Sistema Computarizado entrado por el empleado del Registro.

.

GILBÉRTO BETANCOURT PRESIDENTE

15 de enero de 2010

EA/dc





e de decembranto, no de una parta de enguto de Teras, por lo cual ne cede militada comiro de las responsivament Chicipad de la entidad que preparó este Estudio de Titulo, esté fimilada a la caritidad pagada cor la preparación de dicho Estudio de Titulo. A este docarrento es utilizado por alguien que no sea el solectante, lo hace bajo as propio desga y responsatitidad. Pera completa protección, deben requesir una polica de Segura de Titulo.

PAGARÉ

JULY 20, 2006

DATE Fecha

<u>San Juan</u> CITY Ciudad

Puerto Rico STATE/U.S. TERRITORY Estado/Territorio U.S.

PROPERTY ADDRESS: 6 I, 11 ST, SANTA MONICA DEV. BAYAMON, PR 00957

Dirección de la Propiedad: 6_I, CALLE 11, DEV. SANTA MONICA, BAYAMON, PR 00957

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay ONE HUNDRED TWENTY FOUR THOUSAND FIVE HUNDRED EIGHTY SEVEN DOLLARS (\$124,587,00) (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is SANTANDER MORTGAGE. I will make all payments under this Note in the form of eash, check or money order,

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

PROMESA DEL DEUDOR DE PAGAR

A cambio de un préstamo que he recibido, prometo pagar <u>CIENTO VEINTICUATRO MIL QUINIENTOS</u> <u>OCHENTA Y SIETE DOLARES (\$124,587.00 (esta cantidad se llamará "Principal"), más intereses a la orden</u> del Prestador. El Prestador es SANTANDER MORTGAGE. Haré todos los pagos bajo este Pagaré en efectivo, con cheque o giro.

Entiendo que el Prestador puede traspasar este Pagaré. Se llamará el "Tenedor del Pagaré" al Prestador y a cualquiera a quien se traspase este Pagaré y tenga derecho a recibir pagos bajo el mismo.

2, INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 7.50%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

2. INTERESES

Se cargarán intereses sobre el principal adeudado, hasta que se salde la suma total del Principal. Pagaré intereses a la tasa anual de 7.50%.

La tasa de interés impuesta en esta Sección 2 es la tasa que pagaré tanto antes como después de cualquier incumplimiento descrito en la Sección 6(B) de este Pagaré.

3. **PAYMENTS**

Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will make my monthly payments on the first day of each month, beginning on September first (1st.). 2006 I make these payments every month until I have paid all of the principal and interest and any other charges descrised below that I may owe under this Note. Each monthly payment will be applied as of its scheduled the date and will be applied to interest before Principal. If on August first (1st.), 2036. I still owe Thoughts under this Note. I will pay those amounts in full on that date, which is called the "Maturity Date".

I will make monthly payments at SANTANDER MORTGAGE, San Juan, Puerto Rico or at a different plade it required by the Note Holder.

OTE-Single Family-Famile Mac/Freddie Mac UNIFORM INSTRUMENT Form 3253 (page 1 of 6 pages)

3. PAGOS

(A) Tiempo y Lugar de los Pagos

Pagaré el principal y los intereses haciendo un pago cada mes.

Haré mis pagos mensuales el día <u>primero</u> de cada mes, comenzando el <u>primero (Iro.) de Septiembre de 2006</u>. Haré estos pagos cada mes hasta que haya pagado todo el principal y los intereses, y cualesquiera otros cargos aqui establecidos que pueda adeudar bajo este Pagaré. Cada pago mensual se aplicará conforme su fecha de vencimiento, y será aplicado a intereses antes que al Principal. Si a <u>primero (Iro.) de Agosto de 2036</u> aún adeudo sumas bajo este Pagaré, pagaré dichas sumas en su totalidad en esa fecha, la cual se llamará "Fecha de Vencimiento".

Haré mis pagos mensuales en <u>SANTANDER MORTGAGE</u>, San Juan, Puerto Rico o en un lugar distinto si la requiere el Tenedor del Pagaré.

(B) Amount of Monthly Payments

My monthly payments will be in the amount of U.S. \$871.13

(B) Cantidad de los Pagos Mensuales

Mis pagos mensuales serán por la cantidad de U.S. \$871.13

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

4. EL DERECHO DEL DEUDOR A PAGAR ANTICIPADO

Tengo el derecho de hacer pagos al Principal en cualquier momento antes de que venzan. Un pago al Principal solamente se conoce como un "Pago Anticipado". Cuando haga un Pago Anticipado, le diré al Tenedor del Pagaré por escrito que lo estoy haciendo. No puedo identificar un pago como Pago Anticipado si no estoy al día en mis pagos mensuales bajo el Pagaré.

Podré hacer un Pago Anticipado completo o Pagos Anticipados parciales sin pagar un cargo por Pago Anticipado. El Tenedor del Pagaré usará mis Pagos Anticipados para reducir el balance de Principal que adeude bajo este Pagaré. No obstante, el Tenedor del Pagaré podrá aplicar mi Pago Anticipado al pago de intereses acumulados vencidos antes de aplicar mi Pago Anticipado para reducir la suma Principal del Pagaré. Si hago un Pago Anticipado parcial, no habrá cambios en la fecha de vencimiento o en la cuantía de mi pago mensual, a menos que el Tenedor del Pagaré acuerde por escrito dichos cambios.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces the Principal, the reduction will be treated as a partial Prepayment.

CARGOS DEL PRÉSTAMO 5.

Si una ley que aplique a este préstamo y que fije un máximo a los cargos impuestos es interpretada en forma final al efecto que los intereses u otros cargos cobrados o por ser cobrados a tenor con este préstamo excediese los límites permitidos, entonces (a) cualquier tal cargo se ajustará por la cantidad necesaria para reducir el cargo al límite permitido; y (b) me será reembolsada cualquier suma ya pagada por mí que exceda los límites permitidos. El Tenedor del Pagaré podrá escoger entre aplicar este reembolso para reducir el Principal que adeude bajo este Pagaré, o hacerme un pago directo. Si un reembolso reduce el Principal, el reembolso se tratará como un Pago Anticipado parcial.

BORROWER'S FAILURE TO PAY AS REQUIRED

Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be _% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

INCUMPLIMIENTO DEL DEUDOR DE PAGAR SEGÚN REQUERIDO

Cargos por Demora por Pagos Vencidos

Si el Tenedor del Pagaré no ha recibido la cantidad total de cualquier pago mensual pasados días calendario de su fecha de vencimiento, le pagaré un cargo por demora. El cargo será % del pago vencido de principal e intereses. Pagaré este cargo por demora prontamente, pero solamente una vez por cada pago tardio.

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

Incumplimiento

Incurriré en incumplimiento si no pago la cantidad total de cada pago mensual a la fecha de su vencimiento.

Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least thirty (30) days after the date on which the notice is mailed to me or delivered by other means.

(C) Aviso de Incumplimiento

Si incurro en incumplimiento, el Tenedor del Pagaré podrá enviarme aviso escrito diciéndome que si no pago la cantidad vencida para cierta fecha, podrá requerirme saldo inmediato de la suma total del Principal que no ha sido pagado, más todos los intereses que adeude sobre esta suma. Esa fecha tiene que ser por lo menos treinta (30) días después de la fecha en que me sea enviado el aviso por correo, o entregado por cualquier otro medio.

No Waiver by Note Holder ta time when I am in default, the Note Holder does not require me to pay immediately in full as ed above the Note Holder will still have the right to do so if I am in default at a later time.

No Renuncia por el Tenedor del Pagaré un chando a la fecha en que incurro en incumplimiento el Tenedor del Pagaré no me requiera ne la intalitad frediatamente, según expresado anteriormente, el Tenedor del Pagaré tendrá a aque la figuração a incurrir en incumplimiento en un fecha posterior.

NOTE-Single Family-Fannie Mac/Freddie Mac UNIFORM INSTRUMENT Form 3253 (page 3 of 6 pages)



Payment of Note Holder's Costs and Expenses

If the Note Holder has notified me that I am required to pay immediately in full as described above, or the Note Holder seeks judicial collection or collection in a bankruptcy proceeding, the Note Holder shall be entitled to collect its costs and expenses to enforce this Note (including, but not limited to, attorneys' fees), which are fixed at the agreed and liquidated amount of ten percent (10%) of the original Principal amount.

Pago de Costas y Gastos del Tenedor del Pagaré

Si el Tenedor del Pagaré me ha notificado que tengo la obligación de pagar la totalidad inmediatamente, según se establece anteriormente, o el Tenedor del Pagaré radica cobro judicial o cobro en un procedimiento de quiebra, el Tenedor del Pagaré tendrá derecho a cobrar sus costas y gastos para hacer valer este Pagaré (incluyendo, pero sin limitarse a, honorarios de abogado), los cuales se fijan en la suma pactada y líquida de diez por ciento (10%) de la suma Principal original.

GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

NOTIFICACIÓN

A menos que la ley aplicable requiera otro método, cualquier aviso que se me deba dar bajo este Pagaré se hará entregándome o enviándome por correo de primera clase, a la dirección de la Propiedad arriba indicada o a una dirección diferente, si le notifico por escrito una dirección diferente al Tenedor del Pagaré.

Cualquier notificación que deba dar al Tenedor del Pagaré, lo haré entregándola o enviándola por correo de primera clase a la dirección indicada en la Sección Tres (a) [3(a)], o a una dirección distinta que me haya notificado el Tenedor del Pagaré.

OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person, who takes over these obligations, including the obligations of a guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

OBLIGACIONES DE LAS PERSONAS BAJO ESTE PAGARÉ

Si más de una persona firma este Pagaré, cada persona queda plenamente y personalmente obligada a cumplir todas las obligaciones contenidas en este Pagaré, incluyendo la promesa de pagar la suma total adeudada. Cualquier persona que sea garantizadora, fiadora, o endosante de este Pagaré también queda obligada de esa manera. Cualquier persona que asuma estas obligaciones, incluyendo las obligaciones de un garantizador, fiador, o endosante de este Pagaré, quedará también obligada a cumplir todas las obligaciones contenidas en este Pagaré. El Tenedor del Pagaré podrá hacer valer sus derechos bajo este Pagaré contra cada persona individualmente, o contra todos nosotros conjuntamente. Esto significa que cualquiera de nosotros podrá ser requerido a pagar todas las sumas adeudadas bajo este Pagaré.

9. **WAIVERS**

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons obligated to pay the Note that amounts due have not been paid.

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9. RENUNCIAS

Yo y toda otra persona obligada bajo este Pagaré renunciamos a la Presentación y al Aviso de Incumplimiento. "Presentación" significa el derecho a requerir que el Tenedor del Pagaré reclame pago de sumas vencidas. "Aviso de Incumplimiento" significa el derecho a requerir que el Tenedor del Pagaré notifique a otras personas obligadas a pagar el Pagaré, que no se han pagado las sumas adeudadas.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than thirty (30) days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

10. PAGARÉ GARANTIZADO UNIFORME

Este Pagaré es un instrumento uniforme con algunas alteraciones en algunas jurisdicciones. Además de las protecciones dadas al Tenedor del Pagaré bajo este Pagaré, una Hipoteca, Escritura de Fideicomiso, o Escritura de Garantía Colateral (la "Hipoteca"), de esta misma fecha, protege al Tenedor del Pagaré de posibles pérdidas que puedan resultar si no cumplo con las promesas que hago en este Pagaré. Esa Hipoteca describe cómo y bajo qué condiciones puedo ser requerido a pagar inmediatamente el total de todas las sumas que adeude bajo este Pagaré. Algunas de esas condiciones se describen a continuación:

Traspaso de la Propiedad o de un Interés Beneficiario del Deudor. Según se utiliza en esta Sección 18, "Interés en la Propiedad" significa todo interés propietario o beneficiario en la Propiedad, incluyendo, pero sin limitarse a, aquellos intereses beneficiarios transferidos como pacto condicional de traspaso, contrato para venta, contrata de venta a plazos o acuerdo de plica, cuya intención sea el traspaso de título por el Peullar que comprador en fecha futura.

Sissin el preson consentimiento del Prestador se vende o traspasa toda o cualquier arte de la Propiedad, o cualquier Interés en la Propiedad (o en caso que el Deudor no q und persona natural se vende o traspasa un interés propietario en el Deudor), enfonces el Presideor podrá requerir el pago completo e inmediato de todas las cardidades as egurafías por esta Hipoteca. Sin embargo, el Prestador no ejercerá esta ención en euso ane la Ley Aplicable la prohíba.

Si el Prestador ejerce esta opción, le dará aviso al Deudor de la aceleración del vencimiento. Conforme a la Sección 15, el aviso proveerá un período no menor de treinta (30) días a partir de su fecha, dentro del cual el Deudor vendrá obligado a pagar todas las cantidades aseguradas por esta Hipoteca. Si el Deudor dejare de pagar estas cantidades antes del vencimiento de este período, el Prestador podrá invocar cualquier remedio permitido por esta Hipoteca, sin más aviso o requerimiento al Deudor.

11. SECURITY INSTRUMENT

Payment of the indebtedness evidenced by this Note is secured by a Security Instrument dated on even date herewith, constituted by deed number 267 of the undersigned Notary Public.

11. HIPOTECA

El pago de la deuda evidenciada por este Pagaré está garantizado por una Hipoteca de esta misma fecha, constituida mediante la escritura número 267 de la Notario Público infrascrito.

IN WITNESS THEREOF, WE HEREBY ACKNOWLEDGE AND SIGN THIS PROMISSORY NOTE.
EN TESTIMONIO DE LO CUAL RECONOCEMOS Y SUSCRIBIMOS ESTE PAGARÉ.
CARLOS FRANCISCO CRUZ MERCADO (Firma) Borrower
Deudor 1
(Signature)
ANAMARY NEGRON CLAUDIO (Firma)
Borrower Deudor
(Signature) (Firma)
Borrower
Deudor
(Sign Original Only) (Firmers of Original Solamente) AFFIDAVIT NO.: #3,255
Testimonio Núm. #3,255
Acknowledge and subscribed before me by the above signatories of the pursonal recommender contained in the Mortgage deed hereinbefore described, whom I have identified a contained in suit deed, signed in the place and date above stated
Reconocido y suscrito ante mi, por los gribo firma tes, de las cuenstancias personales que se relacionan en la antes descrita escritura de hipoteca y a quienes se identificado según se espresa en la misma escritura, firmado en el sitio y fecha
PUENTO RICO OPIGINAL OPIGINAL
Notary Public Land
Votario Público

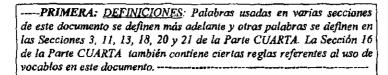
--- Hoy día de su otorgamiento expedi primera copia certificada a petición de SANTANDER MORTGAGE, DOY FE,---



DEED NUMBER: TWO HUNDRED SIXTY SEVEN (267)
ESCRITURA NÚMERO: DOSCIENTOS SESENTA Y SIETE (267)-
DIDEN MADDING ACE
FIRST MORTGAGE
PRIMERA HIPOTECA
In the city of San Juan, Puerto Rico, this twenty (20), day of JULY, two thousand six (2006).
the Highsmid Bix (2000).
En la ciudad de San Juan, Puerto Rico, hoy veinte (20) de JULIO de dos mil seis (2006).
BEFORE ME
MIGUEL A. HERNANDEZ AGOSTO, Notary Public in and for the Commonwealth of Puerto Rico, with residence in the city of Guaynabo, Puerto Rico, and with offices in San Juan, Puerto Rico
ANTE MÍ
MIGUEL A. HERNANDEZ AGOSTO, Notario Público en y para el Estado Libre Asociado de Puerto Rico, con residencia en la ciudad de Guaynabo, Puerto Rico, y con oficinas en San Juan, Puerto Rico
···· • • ··· • ·· • ··· • ··· • ··· • ··· • ··· • ··· • ··· • ··· • ···
APPEAR
The person(s) named in Part SEVENTH (hereinafter "Borrower")
I, the Notary Public, give faith that I personally know the parties appearing herein, except as I may have otherwise clarified in the "ACCEPTANCE" section of this Security Instrument, and, through their statements, as to their ages, civil status, occupations and residences, who assure me that they have, and in my judgment they do have, the legal capacity to execute this deed, wherefore, they freely
(IOLED ADDODL)
COMPARECEN
La(s) persona(s) mencionada(s) en la Parte SÉPTIMA (en adelante el "Deudor").
Yo, la Notario Público, doy fe de que conozco personalmente a los
comparecientes, a menos que haya aclarado lo contrario en la sección de
"ACEPTACIÓN" de esta Hipoteca, y, por sus dichos, de sus edades,
estado civil, ocupaciones y residencias, quienes me aseguran tener, y a mi
juicio tienen, la capacidad legal necesaria para otorgar esta escritura,
por lo que libremente
STATE AND COVENANT
DECLARAN Y CONVIENEN
- my word armout / A Wyst / Admitsel 1
PIDET, DIEDREONG, Standa and the milest of the standard and the standard a
FIRST: DEFINITIONS: Words used in multiple sections of this
document are defined below and other words are defined in Sections 3, 11
13, 18, 20 and 21 of Part FOURTH. Certain rules regarding the usage of

FOURTH. --

words used in this document are also provided in Section 16 of Part



- ----(A) <u>Hipoteca</u> significa este documento, en el cual la fecha y sitio de otorgamiento se indican en la primera página, conjuntamente con todas las Cláusulas Adicionales a este documento que otorgue el Deudor. ----
- ----(B) <u>Borrower</u> is (are) the person(s) mentioned in Part SEVENTH and is the mortgagor under this Security Instrument.
- ——(B) <u>Deudor</u> es (son) la(s) persona(s) mencionada(s) en la Parte SÉPTIMA, y es el deudor hipotecario en esta Hipoteca.
- ----(C) <u>Lender</u> is the entity mentioned in Part EIGHTH. Lender is an entity organized and existing under the laws of the jurisdiction indicated in Part EIGHTH. Lender's address is the one that appears in Section 3(A) of the Note and in Part EIGHTH of this Security Instrument. Lender is the mortgagee under this Security Instrument.
- ----(C) <u>Presiador</u> es la entidad mencionada en la Parte OCTAVA. El Prestador es una entidad organizada y existente bajo las leyes de la jurisdicción que se indica en la Parte OCTAVA. La dirección del Prestador es la que aparece en la Sección (3)(A) del Pagaré y en la Parte OCTAVA de esta Hipoteca, El Prestador es el acreedor hipotecario en esta Hipoteca.
- ----(D) <u>Paparé</u> significa el pagaré firmado por el Deudor en esta misma fecha, pagadero a la orden del Prestador, bajo el testimonio número TRES MIL DOSCIENTOS CINCUENTA Y CINCO (#3,255) del Notario Público infrascrito. El Pagaré establece que el Deudor le adeuda al Prestador la suma principal de CIENTO VEINTICUATRO MIL QUINIENTOS OCHENTA Y SIETE DÓLARES (\$124,587.00), más intereses a la tasa anual de siete punto cincuenta por ciento (7.50%). El Deudor ha prometido pagar esta deuda en Pagos Periódicos regulares y pagar la deuda total no más tarde del primero (10) de Agosto de dos mil treintay seis (2036).
- ---(E) <u>Property</u> means the property described in Part FIFTH, together with all improvements now or hereafter erected thereon, all easements,

original principal amount of the Note to cover interest in addition to that secured, and up to the maximum allowed by, Applicable Law, Borrower does hereby constitute a voluntary first mortgage on the Property. In the event this Security Instrument is not recorded at the Registry with the agreed rank, the same shall constitute a default hereunder entitling Lender to the remedies provided in Section 22 hereof.

-27. **Partidas Garantizadas por Esta Hipoteca**. Para garantizar al Prestador o al tenedor por endoso del Pagaré (a) el repago de la deuda evidenciada por el Pagaré, con intereses (b) el cumplimiento de los convenios y acuerdos del Deudor aquí contenidos, (c) una cantidad adicional igual al diez por ciento (10%) de la suma original del principal del Pagaré, para cubrir costas, gastos y honorarios de abogados incurridos por el Prestador al hacer valer sus derechos bajo el Pagaré de exigir repago inmediato del Pagaré o solicitar cobro por la via judicial o cobro en cualquier procedimiento en una quiebra del Deudor, la cual suma será considerada líquida y exigible por el mero acto de dar aviso al Deudor según se establece en el Pagaré, o de gestionar cobro, y será adicional a la suma principal del Pagaré, (d) una cantidad adicional igual al diez por ciento (10%) de la suma original del principal del Pagaré, para cubrir cualquier otro adelanto que pueda ser hecho bajo esta Hipoteca, y (e) una cantidad adictonal Igual al diez por ciento (10%) de la suma original del principal del Pagaré, para cubrir intereses por encima de los asegurados por, y hasta el máximo permitido por, la Ley Aplicable, por la presente el Deudor constituye una primera hipoteca voluntaria sobre la Propiedad. Constituirà incumplimiento del Deudor el que esta Hipoteca no sea inscrita en el Registro con el rango acordado, lo que facultará al Prestador a ejercitar los remedios provistos en la Sección 22

----FIFTH: THE PROPERTY. The description of the Property is:
-----QUINTA: LA PROPIEDAD. La descripción de la Propiedad es:

--- URBANA; Solar número seis (6) de la Manzana "I" de la Urbanización Santa Mónica, radicada en el Barrio Pájaros de Bayamón, Puerto Rico, compuesto de OUINIENTOS CINCUENTA Y CINCO PUNTO SETECIENTOS SETENTA METROS CUADRADOS (555.770m/c). En lindes: por el NORTE, con la Calle número once (#11), en una distancia de once punto cero cuarenta y dos metros (11.042 m), por el SUR, con el solar número veintitrés (#23), en una distancia de siete punto trescientos cincuenta y seis metros (7.356m), con el Solar número veinticuatro (#24) en una distancia de catorce punto cero cero metros (14.00m), con el solar número veinticinco (#25), en una distancia de tres punto ciento diecinueve metros, (3.119m), con un total de veintiún punto trescientos cincuenta y scis metros (21.356m) y tres punto ciento diecinueve metros (3.119m); por el ESTE, con el solar número siete (#7) en una distancia de veintinueve punto cuatrocientos treinta y cuatro metros (29.434m); y por el OESTE, con el solar número cinco (#5), en una distancia de veinticinco punto trescientos noventa y ocho metros (25.398m) y con el solar número veintiséis (#26) en una distancia de quince punto seiscientos siete metros (15.607m). -----

----SIXTH: The Property is recorded as follows, and any liens and

encumbrances of record are listed below:
SEXTA: La Propiedad está inscrita como sigue, y las cargas y
gravámenes que surgen del Registro se indican a continuación:
Consta inscrita al folio número ciento sesenta y seis (166) del tomo cuatrocientos cuarenta y cinco (445) de Bayamón, Finca número veinte mi ciento ochenta y tres (#20,183), Registro de la Propiedad de Bayamón Sección Primera.
La finca antes descrita por su procedencia se halla afecta a servidumbre a favor de la Autoridad de Fuentes Fluviales, Condiciones Restrictivas, General Council of the God Inc. y a servidumbre a favor de Villa Ricci Development Corporation y por si afecta a:
Hipoteca constituida en garantía de un pagaré, a favor de la
AUTORIDAD DE ENERGIA ELECTRICA DE PUERTO RICO, o a si orden por CIENTO CINCO MIL DOLARES (\$105,000.00)
La cual será cancelada oportunamente.
SEVENTH: BORROWER. The Borrower is (are):
-CARLOS FRANCISCO CRUZ MERCADO, seguro social númer y ANA MARY NEGRON CLAUDIO, seguro social
número ambos mayores de edad, casados entre s
propietarios y vecinos de Bayamón, Puerto Rico. El nombre correcto de la compareciente es ANAMARY NEGRON- CLAUDIO.
CLAUDIO.
EIGHTH: LENDER. The Lender to whose order the Note has bee
issued and delivered is: SANTANDER MORTGAGE.
OCTAVA: <u>PRESTADOR</u> . El Prestador a la orden de quien el Pagar se ha emitido y entregado es: SANTANDER MORTGAGE.
The summer y sum egues es. Mait minut mort onds.
Lender's address is: San Juan, Puerto Rico
La dirección del Prestador es: San Juan, Puerto Rico
or each other address on I and an mary indicate in straiting
or such other address as Lender may indicate in writing. ————————————————————————————————————
WARNINGS
The Notary Public certifies that he or she has advised the Lender and the Borrower that, if the Property is subject to one or more liens that enjoy

proceeds of the Loan a sum sufficient to pay and cancel said liens. The Lender, by the disbursal of funds evidenced by the Note, has agreed to remit payment thereof to the holders of such liens within five (5) working days following the execution of this Security Instrument, in order to secure the cancellation of such liens; although there is no absolute guaranty that said cancellation will be performed. The Borrower has the right to require that such liens be cancelled concurrently with the execution of this Security Instrument, but is advised that, as in most cases, promissory notes

OFF OFF

secured by mortgages may not be available for cancellation at this time. These warnings having been made, the Borrower hereby waives the right to require that said liens be cancelled concurrently with the execution of this Security Instrument.————————————————————————————————————
ADVERTENCIAS
mayoría de los casos, los pagarés garantizados por hipotecas pueden no
estar disponibles para cancelación en este momento. Habiéndose hecho estas advertencias, el Deudor por la presente renuncia a su derecho de requerir que dichos gravámenes se cancelen concurrentemente con la constitución de esta Hipoteca.
If the Borrower has the right under Applicable Law to rescind this transaction, then the Lender will not disburse any of the proceeds of the Loan until the rescission period has expired, or until the Borrower waives said rescission right as provided by Applicable Law.
Si la Ley Aplicable concede al Deudor el derecho a rescindir esta transacción, entonces el Prestador no desembolsará ningún producto del Préstamo hasta que haya expirado el período de rescisión, o hasta que el Deudor renuncie dicho derecho de rescisión en la forma que manda la Ley Aplicable.
ACCEPTANCEThe appearing parties accept this deed in its entirety and I, the Notary Public, made to the appearing parties the necessary legal warnings concerning the execution of the same. I, the Notary Public, advised the appearing parties as to their right to have witnesses present at this execution, which they waived. The appearing parties, having read this deed in its entirety, fully ratify and confirm the statements contained herein as the true and exact embodiment of their stipulations, terms and conditions. Whereupon the appearing parties sign this deed, before me, the Notary Public, and sign their initials on each and every page of this deed.
Los comparecientes aceptan esta escritura en su totalidad, y yo, la Notario Público, hice a los comparecientes las advertencias legales pertinentes relativas a este otorgamiento. Yo, la Notario Público, advertí a las partes comparecientes de su derecho a tener testigos presentes en
este otorgamiento, al cual derecho remunciaron. Habiendo los comparecientes leído esta escritura en su totalidad, la ratifican totalmente y confirman que las declaraciones contenidas en la misma reflejan fiel y
exactamente sus estipulaciones, términos y condiciones. En virtud de lo

cual, los comparecientes firman esta escritura ante mí, la Notario Público, y fijan sus iniciales en cada uno de los folios de esta escritura. ----Because he or she does not know the Borrower personally, the Notary Public hereby clarifies and certifies that he or she has identified the Following named parties according to the requirements established by Article Seventeen (C) 17 (C) of the Notarial Law of Puerto Rico, who Presented the following identifications that contain their signatures and Photographs.------Por no conocer personalmente al Deudor, en este acto la Notario Público aclara y hace constar que identifico a los siguientes Comparecientes de acuerdo a los requisitos establecidos por el Artículo Diecisiete (C) (17 (C) de la Ley de la Ley Notarial de Puerto Rico, quienes Presentaron las siguientes identificaciones que contienen sus sirmas --Licencia de conducir numero 1813465 (el) y 2574810 (ella) expedidas por el Estado Libre Asociado de Fuerto Rico, -respectivemente. ----I, the Notary Public, do hereby certify and give faith as to everything stated and contained in this instrument .------Yo, la Notario Público, por la presente certifico y doy fe de todo lo declarado y contenido en este instrumento. -----ESTA ES COPIA FIEL

PURRIO RICO-Single Family-Famile Mac/Preddie Mac UNIFORM INSTRUMENT

Form 3053 5/05 (page 19 of 39 pages)

IN THE UNITED STATES BANKRUPTCY COURT FOR THE DISTRICT OF PUERTO RICO

IN THE MATTER OF:

CARLOS FRANCISCO CRUZ MERCADO

CASE NO. 09-10102 ESL

CHAPTER 13

Debtor(s)

VERIFIED STATEMENT

I, Ingrid Cruz Reyes, of legal age, married, Manager of the Legal Division and Bankruptcy Department at Banco Santander Puerto Rico and resident of Toa Alta, Puerto Rico, declare under penalty of perjury as follows:

That as to this date March 10, 2011, by a search and review of the records kept by Banco Santander Puerto Rico in the regular course of business in regard to debtor account with this bank there is no information that will lead the undersign to belief that debtor is a regular service member either on active duty or under a call to active duty, in the National Guard or as a Commission Officer of the Public Health Services or the National Oceanic and Atmospheric Administration (NOAA) in active duty.

The bank has not received any written notice from debtor that his military status has change as to this date.

That as part of my search I examined the documents and records available to me within our computer system.

IN TESTIMONY WHEREOF I SIGN THESE PRESENTS under penalty of perjury, in San Juan, Puerto Rico this 10 day of March, 2011.

INGRID CRUZ REYES

Department of Defense Manpower Data Center

Mar-10-2011 07:45:53



Military Status Report Pursuant to the Service Members Civil Relief Act

≺ Last Name	First/Middle	Begin Date	Active Duty Status	Active Duty End Date	Service Agency		
CRUZ		Based on the information you have furnished, the DMDC does not possess any information indicating the individual status.					

Upon searching the information data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the current status of the individual as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard).

Mary Mr. Lnavely-Dison

Mary M. Snavely-Dixon, Director Department of Defense - Manpower Data Center 1600 Wilson Blvd., Suite 400 Arlington, VA 22209-2593

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Service Members Civil Relief Act (50 USC App. §§ 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual is on active duty, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service via the "defenselink.mil" URL http://www.defenselink.mil/faq/pis/PC09SLDR.html. If you have evidence the person is on active duty and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. §521(c).

If you obtain additional information about the person (e.g., an SSN, improved accuracy of DOB, a middle name), you can submit your request again at this Web site and we will provide a new certificate for that query.

This response reflects active duty status including date the individual was last on active duty, if it was within the preceding 367 days. For historical information, please contact the Service SCRA points-of-contact.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC § 101(d)(1) for a period of more than 30 consecutive days. In the case of a member of the National Guard, includes service under a call to active service authorized by the President or the Secretary of Defense for a period of more than 30 consecutive days under 32 USC § 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy TARs, Marine Corps ARs and Coast Guard RPAs. Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps) for a period of more than 30 consecutive days.

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate.

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of SCRA extend beyond the last dates of active duty.

Those who would rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected.

WARNING: This certificate was provided based on a name and SSN provided by the requester. Providing an erroneous name or SSN will cause an erroneous certificate to be provided. Report ID:5C7EMNQO7S